



# **A College Student's Guide to Landlord/Tenant Relations in Alaska**

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As you get ready to start college or transition out of university housing, you may be looking to rent an apartment. Living on your own can be exciting, but there are also a lot of responsibilities and potential problems that come with renting an apartment. This guide, which is structured in a question and answer format, will attempt to answer your questions and provide advice on things you should know when renting an apartment. Before renting an apartment, it is important to know what your rights are and what your landlord can and cannot legally do to you as a tenant.

If you want more information, or if this guide does not answer all of your questions, there is an extensive guide to landlord/tenant law published by the Alaska Court System; it is available at <http://www.courts.alaska.gov/forms/pub-30.pdf>. This publication also contains several sample forms that you can use to tell your landlord that there are problems with your apartment or that you want to move out, as well as examples of forms that the landlord might give to you to try to evict you. It also includes the applicable statutes from Alaska's Residential Landlord and Tenant Act. As with any situation, if you are facing complicated legal issues or face potential eviction, you should consult with an attorney.

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## **Renting an Apartment**

*What should I look for when renting an apartment?*

The most important criteria you should have in mind when looking for an apartment is to find one that fits your budget and where you think you can work well with the landlord. Of course, the apartment must be well maintained and in a safe and convenient location, but don't let these factors cause you to rent an apartment that you can't afford. No, this isn't exactly legal advice – there will be a lot more of that in subsequent sections – but if you can't afford your apartment or have a bad relationship with your landlord, you can be sure there will be lots of legal problems later on.

*Do I have to pay a security deposit?*

Landlords are allowed to charge a security deposit up to 2 times the amount of the monthly rent. In other words, if your rent is \$1,000 per month, the landlord could require a security deposit of \$2,000. But most landlords only require a security deposit equal to 1 month's rent or less.

Some landlords ask for "last month's rent" or a "cleaning fee." This is essentially the same thing as a security deposit, even if the landlord does not call it a security deposit. As long as the total of the last month's rent and the security deposit are not more than twice your monthly rent, the landlord is not acting illegally.

The purpose of a security deposit is to protect the landlord in case you damage your apartment or leave without paying rent. This means that the landlord does not need to return your security deposit until you do actually move out. We'll talk more about this later.

*What do I need to know before moving in?*

Hopefully you won't have any problems with your landlord, but it is best to prepare ahead of time in case you do. One common problem is that when you move out, the landlord might try to make you pay for damage that was already there when you moved in. So, before you move your furniture in, take pictures of your new apartment, especially any holes in the wall, loose light fixtures, or anything else that you consider to be damaged. Sometimes the landlord will require incoming tenants to sign a checklist describing the condition of the walls, windows, etc. in the apartment. Make sure this is accurate! If there is a dispute later and you signed a sheet saying that the kitchen was in perfect condition when you moved in, you are going to have a hard time proving, for example, that the cabinets were already broken. If the landlord does not provide you with a move-in checklist, it is a good idea to provide written notice to the landlord of any problems.

If there are things in the apartment that need to be fixed make sure not only that you write this down (and get the landlord to sign the list of broken items if you can) and take pictures, but also that you get a written promise from the landlord to fix anything that needs fixing. This can

be done when you first rent the apartment and well before you actually move in. If the apartment is not ready when your move-in date comes, you can cancel the lease. Be sure to take pictures of everything, though, in case the landlord refuses to return your prepaid rent or security deposit.

## Leases and Subleases

*What should be in a lease?*

It is best that leases are written down. The law does not require written leases, but tenants are *strongly* encouraged to insist on a written lease to avoid problems down the road. A lease is a verbal or written understanding between a property owner (the “landlord”) and a renter (the “tenant”) giving the renter the exclusive right to occupy the property for a defined period of time (like a week or a month or a year). Sometimes there is also a right for the renter/tenant to stay longer if he or she keeps paying the rent.

There is nothing in the law saying what is required in a lease. But generally a lease should include:

- The amount of the rent
- Who is responsible for paying rent (which should be whoever signs the lease)
- Who can live in the apartment (in other words, how many tenants (including children) can live in the apartment)
- When and how often rent is due
- Where and how the rent is to be paid
- The amount of any late fee and when it will be assessed
- How long the lease lasts
- Whether the lease is automatically renewed
- The name and address of the landlord and property manager (if there is one)
- The terms and conditions of the lease (pets, smoking, etc.)
- Whether the apartment can be subleased
- Who is going to pay for what utilities (sometimes the landlord pays for some and the tenant pays for others)
- The amount of the security deposit
- A list of any furniture or other property that is included with the apartment
- Any rules or restrictions on use of the apartment (these can be in a separate document referenced in the lease)

If a lease contains a condition that is illegal, that condition cannot be enforced through the courts. Leases **cannot** include:

- Anything that waives (says you give up) the renter’s rights under Alaska’s landlord-tenant law
- Any confession of guilt by the renter if anything goes wrong

- A limitation on the liability of the landlord (or the tenant) – liability refers to what the landlord or tenant can be held responsible for
- A requirement that the tenant pay the landlord’s attorney’s fees
- An agreement that the landlord can keep the renter’s personal property if rent is not paid.

### *Can I sublease my apartment?*

A sublease is when you find someone else to rent your apartment from you. Essentially, you are becoming the landlord for the person you are renting to. You cannot sublease your apartment unless the landlord agrees in writing that you can. Often, the landlord will want to approve any new tenants and can require the same information that would be required for any new tenant. Your lease should say whether or not you can sublease your apartment.

Subleasing makes some sense if you are going to be away for a few months and want to come back to the same apartment. But if you are not planning on returning to your apartment, you probably want to see if you can have someone take over your lease. This is called assigning your lease. If you sublease, you are still responsible to the landlord for paying rent – if your “tenant” does not pay, you can evict him or her, but the landlord can also evict you. But if someone else takes over your lease, then that person is responsible for the rent from then on. To take over your lease, the landlord must be told that someone new will be responsible for the remainder of the lease and agree to this. As with subleasing, the landlord has the right to approve any new tenants that are taking over a lease.

### *What if I want to have my friends on the lease?*

Having additional people on your lease and splitting rent will make it easier to afford an apartment you might not otherwise be able to rent. You can have your friends on your lease (or your parents or boyfriend or girlfriend), but everyone who signs the lease is financially responsible for the full amount of the rent. This means a couple of things. First, if rent is not paid, then the landlord can (and usually does) sue everyone in court for eviction and the unpaid rent. So, let’s say that you move out and your friend stays in the apartment but then does not pay the rent. If your name is still on the lease, the landlord could sue you for both eviction and the unpaid rent. In other words, you could get an eviction on your court record – which might make it harder to rent an apartment in the future – even if you don’t live in the apartment anymore.

Second, if you stay in the apartment and your friend moves out, you are still responsible for the full amount of the rent. You cannot pay only your portion of the rent and tell your landlord to get the remaining rent from your friend. You are both on the lease, and either of you can be responsible for the full amount of rent.

And of course, the landlord has to approve of anyone on the lease. Landlords sometimes run background or credit checks on potential renters or require some other proof of ability to pay the rent, such as a bank statement or paystubs from work. If your friend has legal or financial troubles, this may cause the landlord to reject your rental application, especially if you cannot pay the rent entirely with your own income.

So, if you are renting with a friend, make sure that this is a friendship that will last the full length of the lease. If you or your friend move out, try to get the landlord to create a new lease just for the remaining tenant. The landlord is not required to do this, but may be willing to do it if the remaining tenant(s) have enough income to pay the monthly rent.

*Can I have pets in my apartment?*

It depends on your lease. Some landlords do not allow pets at all. Others allow you a limited number of pets or only pets smaller than a certain size. Others require you to pay an additional security deposit to have pets. This is all legal. Unless you have a medical need for a pet, such as a seeing-eye dog or a therapy animal, landlords are not required to allow pets. Your lease will tell you whether you can have pets and what requirements and restrictions there are on your having pets. This is another reason why it is important to read your lease carefully before you sign it. If you have a pet in your apartment and your lease does not allow it, this could be a cause for eviction.

*Are mobile homes different than apartments?*

Yes and no. If you are renting a mobile home from someone else, then that rental will be the same as any other apartment. However, if you *own* the mobile home, it is likely that the mobile home will be renting a space in a mobile home park. The rent for the mobile home space or “pad” will be different from the rent paid to live in the mobile home. If you are renting a mobile home, you should check with your landlord to see if you or the landlord will be responsible for paying the space rent. If you (the renter) are responsible for the space rent, that will be two monthly rent payments you have to make: the mobile home and the space.

## **Living in the Apartment**

*Can I hang pictures on the wall?*

You will be responsible for any damage you cause to the apartment. Talk to your landlord before hanging pictures or making any other changes to the apartment that the landlord might consider to be damages, even if you think you are improving the apartment. Some landlords do not care if you hang pictures because nail holes are usually easy to fix. Just be aware that you may have to pay for those nail holes or other changes you make to the apartment. You are allowed what is known as “normal, nonabusive living” in the apartment – meaning that you can engage in ordinary, nondestructive activities in the apartment, such as tracking in a reasonable amount of dirt or using the stove in a reasonable manner. Anything beyond that, though, is considered damage.

### *Do I really have to obey all of the apartment rules?*

Yes. Landlords sometimes give out apartment complex rules and regulations when you sign a new lease. These rules and regulations are considered part of the lease. Potentially you could be evicted if you do not follow the apartment rules. (See below.) It will be up to the judge to determine if the rule violation is serious enough to justify eviction, but landlords are given a fair bit of freedom to set the rules for their buildings, and it is generally a better idea to follow the rules than to risk eviction.

Landlords cannot make any significant changes to the rules during the period in which your lease is in effect. If you are on a month-to-month lease, then the landlord can change the rules with 1 month's notice.

### *When can I be charged a late fee?*

Some people think they have an automatic grace period of 5 days or a week to pay their rent. This is not correct. Unless a grace period is specifically written into the lease, your rent is due in full on the day specified in the lease – usually the first day of the month. Many landlords will informally give tenants a grace period to pay rent, but the landlord is not required to do this.

Any late fee charged by a landlord must reasonably approximate their own expenses caused by the rent being late. A late fee cannot be imposed merely as a penalty. Late fees can be either a reasonable flat fee or a small daily amount.

### *Can my friends come live with me?*

Check your lease. Many leases include limits on the number of days guests can stay in your apartment. Yes, this applies to boyfriends and girlfriends too. If you have someone staying in your apartment in violation of your lease, the landlord might be able to evict you. Your landlord may be willing to let you have friends visiting from out of town stay longer than otherwise allowed by the lease, but make sure you talk to your landlord first. And get permission in writing if you can.

### *Can I use my security deposit to pay my rent?*

No. Even if you have paid a security deposit or “last month’s rent,” you cannot skip a monthly rent payment and just assume the landlord will use the security deposit to pay your missing rent. The purpose of the security deposit is to protect the landlord against both unpaid rent and damages to the apartment. The security deposit is set aside and only used when you move out. If you do not pay your rent, the landlord can evict you for non-payment of rent even if you have enough money in your security deposit to cover the unpaid rent.

## Problems with the Apartment

*What should I do if something is broken in my apartment?*

Landlords are required to maintain safe and healthy living conditions in your apartment. So, if something breaks that makes it difficult to live in your apartment, the landlord is required to fix it. This does not apply to cosmetic issues like scrapes on the paint or stains on the carpet. Rather, it applies to more serious issues like broken appliances, large holes in the wall or ceiling, leaking water, or a lack of utilities – things that might threaten the safety or health of the people living in your apartment. (Lots of things can go wrong in an apartment, so this list is just a sample of serious safety and health threats.)

You should let your landlord know as soon as you discover a problem with your apartment. Unless it is a really simple fix, do not try to fix things yourself. If you make things worse by trying to fix the problem, you will be responsible for any resulting damage. It is best that you tell the landlord in writing about any problems so that if there is any confusion later on, you will have proof that you told the landlord about the problems. Make sure that your letter to your landlord has a date on it.

Most cities in Alaska have building codes that provide minimum standards for maintaining the health and safety of an apartment. Your city government might be able to send an inspector to your apartment to determine if it is up to code. The landlord is prohibited by law from harassing you if you report potential code violations. However, if the inspector determines that the apartment is not up to code and condemns it, you may have to move out.

*Can I withhold rent if there are problems with my apartment?*

There are very limited conditions under which you can withhold rent if there are problems with your apartment. You can only withhold rent if your utilities (water/sewer, hot water, heat, electricity) are not working. Even then, you cannot withhold rent if the utilities are off because you had a responsibility to pay them and did not. And, before you withhold rent, you have to give a written and dated notice to the landlord that you are going to do this and give the landlord a reasonable amount of time to fix the problem.

You have a couple of other options if your utilities are not working. You can pay for the utilities or repairs yourself and deduct the amount from your rent. Or, you can move into a reasonably-priced hotel temporarily and not pay rent for that time period; you can also sue the landlord for the difference if your hotel costs more than your average daily rent, which almost certainly it will. As with the above, for both of these options you have to first give written notice to the landlord of your intent either to pay for the utilities or go to a hotel, and give the landlord a reasonable time to fix the problem.

You cannot withhold rent because the landlord does not make repairs to your apartment. However, if for some reason you do not pay all of your rent and the landlord attempts to evict you for non-payment of rent, then at trial you can argue to the judge that you should not have been required to pay the full rent because the apartment had problems that reduced the value of

staying in the place below what you were supposed to pay. If the judge agrees, then you would only have to pay the reduced amount of rent. You will also avoid eviction, provided you pay the reduced amount the judge decides is appropriate. For example, if your rent is \$1,000 per month and you have leaks in your bathroom that the landlord won't fix, then if you are being evicted for non-payment of rent, you could argue that because of the leaks you should only have to pay, for example, \$800 per month in rent. If the judge agrees, then your rent will be reduced to \$800 per month until the leaks are fixed. However, the judge might order you to pay the extra \$200 per month to the court and then give it to the landlord if the leaks are fixed. And, if the judge does not agree that the damages are serious enough to justify withholding rent, you will lose and be evicted. So, do not plan on avoiding eviction by withholding rent for unrepaired damages; only use this argument if you are already in court and facing eviction.

*What if the problems with my apartment have not been fixed and I want to move out?*

If there are problems with your apartment that affect your use and enjoyment of the apartment, then you can give the landlord a written notice that if he or she does not fix the problems within 10 days, you will move out within 10 days later (i.e., within 20 days from the date of your notice). This can be an effective tool to get landlords to fix problems in your apartment, but if the landlord does not fix the problems you are committing to breaking the lease and moving out. So, don't give the landlord this type of notice unless you are really sure you want to move if the problems are not fixed.

If there is a fire or some natural disaster that causes the apartment to be completely uninhabitable, you can immediately terminate your lease and the landlord will have to return the remaining portion of your rent and any security deposit. If only one or two rooms are made uninhabitable, then your rent should be reduced to reflect the diminished value of living in the apartment.

*I think I am being discriminated against, what do I do?*

A landlord cannot refuse to rent to someone because of sex, race, religion, national origin, color, physical or mental disability, or pregnancy. It is also illegal for a landlord to refuse to rent to someone because of marital status or change in marital status, because of a disabling disease that is not easily contagious (such as cancer or AIDS) or because a tenant has children. In Anchorage, age discrimination in renting apartments is illegal. Some of these restrictions only apply to apartment buildings with more than four units. Others apply no matter what the size of the apartment building is.

Generally, landlords will not tell you that they are discriminating against you. Discrimination based on circumstantial evidence can be hard to prove, so try to figure out if the landlord is treating other people the same or differently from you. If you are already in the apartment, talk to your neighbors to see how they are being treated. If you are trying to rent an apartment, have a friend who is a different race or religion (or different in whatever way you think you are being discriminated against) try to rent the apartment and see how they are treated. If your neighbors



and friends are being treated differently, then it is possible that the landlord is discriminating against you. Or it could just be that you and the landlord have a personality conflict that has nothing to do with race, religion, or any other legally protected characteristics.

If you do decide that you have a good case for discrimination, contact the Alaska State Commission for Human Rights ([humanrights.alaska.gov](http://humanrights.alaska.gov); 274-4692 in Anchorage and 1-800-478-4692 outside of Anchorage), the Anchorage Equal Rights Commission ([www.muni.org/departments/aerc](http://www.muni.org/departments/aerc); 343-4342), or the U. S. Department of Housing and Urban Development ([www.hud.gov/complaints/index.cfm](http://www.hud.gov/complaints/index.cfm); 907-677-9800).

## **Landlord Powers**

### *Can my landlord raise my rent?*

Your landlord cannot raise your rent until your current lease expires. So, if you have a lease that runs for another 5 months, the landlord cannot raise your rent until your lease expires in 5 months. There are no rent control laws in Alaska, so the landlord can raise your rent at the end of your lease as long as you receive notice of the rent increase.

If you are on a month-to-month lease, your landlord cannot raise your rent without giving you notice of the rent increase a full month before the next rent is due. This gives you the option of deciding whether you want to stay and pay the increased rent or whether you want to try to find a new place to live. For example, if you pay your rent on the first of each month and the landlord wants to raise your rent starting in July, the landlord must give you notice of the rent increase no later than the first day of June. You can then decide whether you want to stay and pay the increased rent (in July) or try to find a different apartment.

The landlord is not allowed to raise your rent as retaliation for you asserting your rights as a tenant by, for example, asking the landlord to repair things in the apartment or complaining to the local government about building code violations. This is a bit tricky, though, because the landlord is allowed to raise the rent a reasonable amount if the cost of maintaining the apartment goes up.

### *Can my landlord change the apartment rules?*

As with rent increases, the landlord cannot change apartment rules during the term of your existing lease. (This applies to major changes in the rules. A judge would probably let the landlord change minor apartment rules.) If you are on a month-to-month lease, the landlord must give you 1 month notice of any changes to apartment rules prior to those rules going into effect.

### *Can the landlord bill me for damage I did to the apartment?*

The answer is fairly complicated. A landlord cannot increase your rent to pay for damage you did to the apartment. But potentially, the landlord could bill you for the damage and if you did not pay it, then the non-payment could be considered a lease violation, depending on the

wording of the lease. So, you could be evicted for violating your lease by not paying for damages (see below), even if you paid all of your regular monthly rent.

The law is unclear about whether the landlord can or should use a security deposit to pay for tenant-caused damage to the apartment before the tenant moves out. It is possible that if a landlord tries to evict you for not paying for minor damages that a judge – instead of evicting you – will require the landlord to take the money out of the security deposit either now or when you move out.

Of course, if you are not responsible for the damage, then the landlord should be responsible for paying for the damage. However, there is nothing to prevent landlords from increasing the rent (see above) if their costs go up because of damages to the apartment building. There is also no requirement that landlords increase the rent uniformly across all apartments, though generally landlords do this to avoid claims of discrimination.

#### *Can my landlord or property manager come into the apartment?*

A landlord or property manager can only enter your apartment to: (1) inspect the apartment for damage; (2) repair any damage to the apartment or to fix the utilities; (3) remove the landlord's personal property; or (4) show the apartment to potential buyers, renters, or repair workers. Even then, the landlord or property manager is required to give you 24 hours' notice that he or she will be coming into the apartment and must plan on visiting at a reasonable hour. You cannot refuse entry to the landlord unless you have a good reason to do so.

If the landlord or property manager makes an unauthorized entry into your apartment, you can recover 1 month's rent for each unauthorized entry. However, you'd have to sue the landlord in small claims court to get this money. You could also go to court to get an order to prevent the landlord from entering your apartment again. You also have the option, if the landlord is harassing you by entering your apartment too many times, of giving the landlord a written notice stating that because of the unauthorized entries you are going to break the lease and move out in 10 days.

## **Evictions**

#### *What can I be evicted for?*

You can be evicted for a variety of reasons. The most common reason why a tenant is evicted from his or her apartment is for non-payment of rent. Most leases require you to pay your rent by the first of the month. You must pay your full rent at the time it is due unless other arrangements are stated clearly in your lease. If you do not pay your full rent, the landlord can attempt to evict you.

You can also be evicted for violating the terms and conditions of your lease. Your lease violation has to have a substantial effect on health and safety, but most judges will interpret this rather broadly. It is important that you know what rules your lease contains so that you do not violate them and face potential eviction. For example, if your lease requires you to place your

garbage in a certain location, it could be considered a lease violation if you try to throw it away somewhere else. Or if your lease requires you to be quiet after 10:00 p.m. and you are noisy, that could be a lease violation.

Not surprisingly, if you inflict substantial damage on your apartment, that could be grounds for eviction. “Substantial damage” is defined as damage that costs more than \$400 to fix. A lot of things will cost more than \$400 to fix, so be careful not to damage your apartment.

Similarly, you can be evicted for conducting illegal activities (such as dealing drugs, prostitution, or gambling) at your apartment. If you are criminally convicted of any of these illegal activities while you are living in the apartment – or even without a conviction if the landlord can convince the judge that the illegal activity actually occurred – that can serve as a basis for your eviction.

If you are required to pay for some of the utilities at your apartment and the utility cuts off service to your apartment because of your failure to pay your utility bill, that can be a basis for eviction. Make sure that you know what utilities are your responsibility and that you pay your utility bills.

You can be evicted if your lease has expired and the landlord gives you proper notice that you need to move out. Many leases will initially last 1 year. If you stay in your apartment after that year is over, the lease will convert into a “month-to-month” lease, meaning that the landlord can evict you by informing you at least 30 days before your next rent payment is due that you need to move. The landlord does not need to give a reason why you have to move; the fact that your lease has expired is reason enough.

Finally, if you tell your landlord that you are going to move out and then don’t, the landlord can file a case in court to evict you. That is why it is important that you do not give the landlord written or verbal indications that you are planning on moving out unless you really mean it.

The landlord cannot evict you as retaliation for asserting your legal rights as a tenant. You are asserting your rights as a tenant when you ask your landlord to fix something in your apartment or to keep the common areas clean, or to follow the landlord’s requirements in the lease. Personality conflicts alone do not count as retaliation. And remember that if your lease has expired, the landlord can evict for no reason at all.

*Can I be evicted in the winter?*

Yes. There is no law that prevents landlords from evicting tenants in the winter, even if it is very cold outside. Many landlords will work with tenants to allow them to stay longer or have extra time to find a new place in the winter, but there is no law that requires landlords to do this.

*What kind of notice does my landlord need to give me to have me evicted?*

A landlord is required to give you what is called a “Notice to Quit” before you can be evicted. This Notice must describe why you are being evicted, what you can do (if anything) to fix the problem, how long you have to fix the problem, and that an eviction case may be filed

against you in court if you do not fix the problem. How long you have to fix the problem depends on why you are being evicted.

If you are being evicted for not paying your rent, then you have 7 days from when you received the Notice to Quit to pay the amount of rent you owe. Sometimes a landlord will intentionally or accidentally overstate the amount of money you owe. You cannot be evicted if the landlord says on the Notice to Quit that you owe more money than you actually do. But you might need to go to court to prove this and may want to hire an attorney to defend you in court. If you think the amount of rent stated on the Notice to Quit is correct and you pay the full amount within the 7 days, the landlord cannot evict you for non-payment of rent.

If you are being evicted for violating your lease and this is the first time that you violated your lease in this way, the landlord has to give you 10 days to fix the problem. Often times, this may require just a simple change in your behavior. However, if you do the same thing again within 6 months after this initial warning, then the landlord only needs to give you 5 days' notice before evicting you and does not need to give you the opportunity to fix the lease violation.

If you inflict substantial damage on your apartment, then you can be evicted with a 24-hour notice and the landlord does not need to give you an opportunity to fix the damage. Even if you agree to make repairs, the landlord can still evict you. If the landlord says you will not be evicted if you agree to pay for repairs, make sure that you get this in writing.

A landlord needs to give you 5 days to pay utilities if they are your responsibility and you do not pay them. As with lease violations, if the utilities are shut off a second time within the next 6 months because of your failure to pay them, then the landlord only needs to give you 3 days' notice before filing an eviction and does not need to give you the opportunity to start the utilities back up. If you do agree to pay the utilities in exchange for staying in your apartment, try to get this in writing.

If you conduct illegal activities at your apartment, the landlord must give you a 5-day notice before filing for an eviction. The landlord does not need to give you a chance to "fix" the problem, but unless you have been convicted of the illegal activity, you can claim at your eviction hearing that you did not do anything illegal.

*What should I do if I get an eviction notice?*

If you think that the reason(s) stated for eviction in the Notice to Quit (see above) are legitimate and you *can* fix them, it is probably best that you talk to your landlord and fix the problem. Most landlords do not want to go through the hassle of going to court to evict a tenant unless they have no other choice. Be sure, though, that you fix the problem within the allowed time. For example, if you have 7 days to pay your rent and you wait until the 8th day to try to pay, the landlord does not need to accept your rent and can still evict you even if you can pay your entire rent owed!

If you think that the reason(s) stated for eviction in the Notice to Quit are not legitimate, you still might want to talk to the landlord to see if the disagreement can be worked out. Maybe you agree that you owe some rent but not as much as the landlord claims. It is possible that the

landlord forgot to write down a payment you made or got the math wrong. Maybe you and the landlord are interpreting the rules in the lease differently. Perhaps you can determine where the misunderstanding is and figure out how to avoid violating the lease in the future.

If you and the landlord cannot come to some sort of agreement that resolves the issue for which the landlord is trying to evict you, the landlord will probably go to court to file an eviction case against you.

### *How do evictions work?*

A landlord cannot remove a tenant from an apartment without first obtaining a court order telling the tenant she or he has to leave. This process of forcing a tenant to leave an apartment is called an eviction. To start an eviction action with the court, the landlord must file a complaint with the court that says why you are being evicted. The landlord must then give you a copy of the court paperwork telling you when you need to appear in court for your eviction. If you've already left the apartment, then the landlord can get permission from the court to post the paperwork to the apartment door rather than being required to track you down.

Evictions then take place in two stages before the court. The first stage is called the "possession" phase. The possession phase takes place about a week after the landlord files the court case to evict you. As the name implies, the possession phase only determines whether you can stay in the apartment. If you move out of the apartment before the court date, there will be no need for a hearing on possession of the apartment. If you are still in the apartment, though, the landlord will try to say that you should be evicted because of the reasons on the complaint and the Notice to Quit. If you think these reasons are wrong, then you will have the opportunity to explain to the judge why you should not be evicted, call witnesses to support your case, and show the judge any relevant documents you have. If the judge agrees with you, then you will not be evicted and will get to stay in your apartment. If the judge agrees with your landlord, you will be ordered to move out in 2 days or the police can come and remove you by force.

The second phase of an eviction is the "damages" phase. In this phase, which will take place a couple of months or more after the possession phase, the judge will determine how much money you owe to the landlord for unpaid rent and for any physical damage you might have done to the apartment. Again, you will get the opportunity to tell the judge why the landlord is wrong. If you think that your landlord owes you money – such as for not returning the security deposit or for unauthorized entries into the apartment – you will get to tell this to the judge and prove to the judge why you are correct. Sometimes, if a landlord successfully evicts a tenant, the landlord does not pursue any further damages.

Please keep in mind that for both the possession phase and the damages phase, the losing side will have to pay the winning side's reasonable attorney's fees (if the winning side has an attorney) and court costs. In other words, if you are evicted from your apartment, not only will you have to move, but you also will have to pay your landlord for an attorney and court costs.

*How do I get my things out of my apartment if I've been evicted?*

Your landlord is required by law to give you a written notice that you have 15 days to remove any abandoned property left in your apartment after you move out of your apartment, including if you are evicted. However, the landlord can charge you rent for the days your property remains in the apartment. Your landlord can also move all of your things to a storage unit and charge you the cost of the storage unit. Your landlord is not allowed to keep your property to pay off unpaid rent or to pay for damage you may have done to the apartment.

After the 15 days are over, the landlord can sell anything that you have not removed. Many landlords are not aware of this law and immediately sell anything you have left behind. Or, the landlord might not let you back into the apartment to remove your things. If this happens, and the landlord did not give you proper written notice, you can sue the landlord in small claims court for the value of what the landlord sold or threw away. Of course, it is best to avoid this. So, if you are moving out and cannot remove all of your property in time, try calling your landlord to arrange a time to come and remove the rest of your things.

## **Moving Out**

*How do I tell my landlord that I want to move?*

If you want to move out of your apartment, you are required to give your landlord a written notice that you intend to leave. This is true even if your lease is expiring because most leases turn into month-to-month leases after the initial lease period ends. You must give your written notice to your landlord *at least 30 days before the next day on which your rent is due*. For example, if you want to move out at the end of May and your next rent payment is due on June 1, you would need to give your landlord written notice of your intent to move by May 1. Your written notice does not need to be complicated: all you need to do is write that you intend to move, provide the address and apartment number (if there is one), give the date by which you will leave, and sign it.

*Can I move out before my lease is up?*

If you move out of your apartment before your lease has ended, you are still legally responsible to the landlord for rent for the remaining time on your lease, even if you give your landlord proper notice that you are leaving. So, if you move out in the middle of September and your lease runs until the end of November, you are responsible for the rent for the rest of September, all of October, and all of November. The landlord, in turn, has an obligation to make a reasonable effort to try to find a new renter to take over for you. If the landlord does find a new renter, you are off the hook for the rent once the new renter moves in. But until someone else starts paying rent, you are responsible for all of the rent until your lease expires.

Landlords are allowed to take unpaid rent out of your security deposit. The landlord can also sue you in small claims court for any unpaid rent. If this happens, you should ask what the

landlord did to try to find a new renter. If the judge determines that the landlord did not do enough to try to find a new renter, he or she might reduce the amount of unpaid rent you owe to the landlord.

#### *Can I stay longer if I need extra time?*

Because you need to give your landlord notice that you intend to leave a month before you actually do move out, it is possible that you will not be ready to move out by the date you said you would. Maybe you are not completely packed. Or maybe you have not found a new place to live.

The landlord is not required to give you extra time to stay in your apartment after the date on which you said you would move. Many landlords might be willing to let you rent the apartment for an extra couple of weeks or an extra month if you give enough advance notice and are willing to pay rent for the additional time. However, if the landlord does not want to extend your time and you do not move out, the landlord can charge you **one-and-a-half** times your actual rent for the days you stay in the apartment past your move-out date.

#### *Things to know when you move.*

It is your responsibility to make your apartment reasonably clean when you move out. At the very least, this requires removing all of your things and taking out any trash. You should also clean the toilets, sinks, appliances, countertops and vacuum the floors. You cannot be required to shampoo the carpets or wash the walls unless you did any damage that goes beyond normal use; shampooing the carpets and washing walls are considered the responsibility of the landlord. Your goal when cleaning should be to make sure the apartment is at least as clean as when you moved in.

Hopefully you took good care of your apartment and did not cause any serious damage to it. Just to be on the safe side, you should take pictures of your apartment when you move out to show that it is in good condition. This way, you have proof if the landlord takes you to court for damage done to the apartment or refuses to give you back your security deposit.

Many landlords will also do a move-out inspection of the apartment for any damage. If you did an initial inspection when you moved into the apartment, the landlord will probably use the same form on the move-out inspection. This way you can easily compare the condition of the apartment when you moved in to when you moved out. You should only be responsible for any new damage to the apartment. If you and the landlord can agree on what that damage is, it might help avoid any subsequent disputes and might let you know how much of your security deposit will be returned.

#### *Getting your security deposit back.*

There are only two things that the landlord can deduct from your security deposit – damages and unpaid rent. Moreover, you are only responsible for damages that go beyond “normal,

nonabusive living.” So, if an appliance breaks because it is old and not because of anything you did, then it is the landlord’s responsibility – not yours – to fix it. Or if the carpets get no more dirty than they would from normal, everyday use, it is the landlord’s responsibility – not yours – to clean them. The landlord is also responsible for any damage he or she causes and for any damage resulting from a failure to perform routine maintenance on the property.

If you move out with proper notice (either from you or from the landlord), then the landlord is required within 14 days to give you an itemized list of any deductions from your security deposit and to return to you any remaining money from the security deposit. The landlord has 30 days to do this if you move out without giving proper notice. It is a good idea to give your landlord your new address or a parent’s address so that the landlord will know where to send any security deposit refund. You should be able to figure out from the itemized list what is being deducted and why.

If you think that the landlord has deducted too much from your security deposit, or if the landlord either refuses to return any of your security deposit or provide an itemized list of deductions, you can sue the landlord in small claims court for twice the amount of the security deposit that the landlord should have returned to you but didn’t.

## **Public Housing**

*What is subsidized housing?*

Subsidized housing refers to a situation where either a government agency or a non-profit organization pays part of your rent if you qualify financially. Subsidized housing can take many forms.

The most common is what is known as a “Section 8” housing voucher. This is a federal program that is run in Alaska through the Alaska Housing Finance Corporation (AHFC). The housing voucher will pay for a portion of your rent to any private landlord who accepts housing vouchers; the amount varies depending on your income and the number of people in your family. Once you obtain a voucher, you will be able to shop around to find an apartment that fits your needs, though there will be a limit on the monthly rent that you will be allowed to pay. You can apply by going to a local AHFC office or looking online at [www.ahfc.state.ak.us/rental/application\\_instructions.cfm](http://www.ahfc.state.ak.us/rental/application_instructions.cfm). There is usually a waitlist to receive a voucher, and it may take several months to over a year after you apply before you actually receive a housing voucher.

AHFC also owns several apartment complexes that it rents at reduced rates to families and seniors who are low income. In other words, AHFC would be the landlord, not a private individual. There are other non-profit organizations that offer similar subsidized housing for low income individuals and families. This includes NeighborWorks Anchorage and several Alaska Native non-profit organizations. And, the federal government provides various loans to landlords, especially in rural areas, for apartment complexes that offer low-income housing; these landlords in turn offer subsidized rent to qualified families and individuals.



### *How can I lose my public housing voucher?*

Because the Section 8 housing voucher is a federally funded program, there are several laws that determine when someone has a housing voucher taken away from them. These reasons can include not paying your rent, doing serious physical damage to your apartment, or engaging in various illegal activities such as dealing drugs or violent criminal activity. Any federally subsidized housing program must offer you the chance for an administrative hearing (i.e., before an administrative judge instead of in court) before terminating your housing voucher or evicting you. You are allowed to bring an attorney to these hearings, but it is not required, and most people do not.

If your housing voucher is terminated, you may be ineligible to reapply for a housing voucher for several years, depending on the reason why you lost your voucher in the first place. Once you do reapply, you will go to the bottom of the waitlist.